

C Book 9 Pg 797

STATE MS.-DESOTO CO.
FILED

STATE OF MISSISSIPPI

AUG 1 8 49 AM '00

COUNTY OF DESOTO

BK 9 PG 797
W.E. CLARK

NOTICE OF LABORER'S AND MATERIALMAN'S LIEN
AND STOP NOTICE

Pursuant to Section 85-7-31 and Section 87-7-181 of the MISSISSIPPI Code of 1972, Annotated, as Amended, and other provisions of law, notice is hereby given that SHAW'S EXCAVATION COMPANY has a valid and good Materialman's and Laborer's Lien in the sum of Sixty-four Thousand Dollars (\$64,000.00), for labor used and expended in providing dirt work that was done for house pads and roads, and some clearing, on the following described property owned by EDS, LLC (Mark E. Davis, Billy L. Davis and Robert J. Denley), in DeSoto County, Mississippi, to-wit:

(See Attachment for Land Description)

There are two invoices totaling \$44,000.00 that haven't been paid. There is additional work that has been completed, for which no invoice has been made, nor any payment received. This work starts from February 29, 2000, until July 7, 2000, in an uncertain dollar amount of at least \$20,000.00.

Said Lien represents the expense of said labor, and other professional services furnished on said property by Claimant, which amount is due and owing and remains unpaid.

No suit has been filed, but said Claimant reserves the right to institute an action in the Courts of Mississippi to enforce

this lien against the above described property.

Said Claimant also serves this instrument at "Stop Notice" under the provisions of Section 85-7-181 of the MISSISSIPPI Code of 1972, and other provisions of law, that any advances made to the said owner or payments made to any other supplier, materialman, or laborman shall be made at the peril of the parties making such advancements or payments.

WITNESS my signature, on this the 1st day of August, 2000.

SHAW'S EXCAVATION COMPANY

By: Glenda S. Shaw
Glenda Shaw, Power of Attorney
For Michael Shaw and Shaw's
Excavation Company

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, GLENDA SHAW, by Power of Attorney for Michael Shaw and Shaw's Excavation Company, who, being by me first duly sworn, on her oath states that all of the matters, things and allegations made and contained in the above and foregoing Notice of Laborer's and Materialman's Lien and Stop Notice are true and correct as therein stated.

Sworn to and subscribed before me, on this the 1st day of August, 2000.

(Seal)

My Commission Expires:

Jan 5, 2004

W. E. Davis Chancery Clerk
Notary Public
By B Cleveland

Prepared by Glenda
Shaw 5300 CR 90
Water Valley, MS.

662-675-2041

38965

662-675-2296

BK 116 | PG 0288

EXHIBIT "A"

A tract of land located in the NE Quarter of said section described as follows:

12.23 acre tract being part of the Stone 12.74 acre tract located in Section 2, Township 2 South, Range 6 West, Desoto County, MS and being more particularly described as follows to wit: Commencing at the Northeast corner of said Section 2; thence south 00 degrees, 00 minutes, 19 seconds east along the centerline of Hacks Cross Road a distance of 2075.36 feet to a point; thence North 89 degrees, 54 minutes, 19 seconds West a distance of 40.0 feet to a point on the west line fo Hacks Cross Road (80' Row) said point being the point of beginning of the following tract; thence south 00 degrees, 8 minutes, 19 seconds east along said West line of Hacks Cross Road a distance of 212.43 feet to a point; thence south 89 degrees, 50 minutes, 39 seconds west a distance of 327.66 feet to a point; thence South 00 degrees, 8 minutes, 31 seconds east a distance of 389.62 feet to a point; thence South 46 degrees, 34 minutes, 56 secpnds east a dostamce pf 452.13 feet to a point on the west line of Hacks Cross Road; thence south 00 degrees, 8 minutes, 19 seconds east along said west line of Hacks Cross Road a distance of 68.99 feet to a point on the north line of the St. Louis and San Francisco Railroad (100' ROW) thence north 00 degrees, 8 minutes, 19 seconds east adistance of 591.93 feet to a point; thence north 89 degrees, 51 seconds, 59 seconds east a distance of 571.00 feet to a point; thence south 00 degrees, 8 minutes, 19 seconds, east a distance of 208.00 feet to a point; thence north 89 degrees, 54 minutes, 19 seconds west a distance of 50.0 feet to a point; thence south 00 degrees, 8 minutes, 19 seconds east a distance of 209.00 feet to a point; thence south 80 degrees, 54 minutes, 19 seconds east a distance of 330.00 feet to the point of beginning and containing 12.43 acres.

62.13 acre, 2,706,218 square feet, more or less, tract of land being located in the Northeast, Northwest, Southeast and Southwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 2, Township 2 South, Range 6 West, Olive Branch, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 2, being a PK nail found in the center of Hacks Cross Road; thence South $86^{\circ}-10'-57''$ West for a distance of 855.62 feet to a fence rail found on the South line of the proposed Magnolia Lakes Development, said rail being the true point of beginning for the herein described tract; thence continue South $86^{\circ}-10'-57''$ West for a distance of 1796.02 feet to a fence rail found at the Southwest corner of Magnolia Lakes, Section B Subdivision; thence South $86^{\circ}-03'-31''$ West along the South line of Magnolia Estates, Section "N" for a distance of 599.33 feet to a $\frac{1}{2}$ " rebar set on the Northeast right-of-way line of The Burlington Northern Railroad; thence along said right-of-way South $50^{\circ}-11'-28''$ East for a distance of 3256.22 feet to a $\frac{1}{2}$ " rebar set at a Southwest corner of the Mary Martin Tract (Book 275, Page 711); thence North $03^{\circ}-45'-00''$ West for a distance of 1727.91 feet to a $\frac{1}{2}$ " rebar set at the Northwest corner of the Dewey Abbott Tract (Book 167, Page 57); thence North $86^{\circ}-45'-38''$ East for a distance of 487.02 feet to a $\frac{1}{2}$ " rebar set; thence North $03^{\circ}-45'-00''$ West for a distance of 10.00 feet to a $\frac{1}{2}$ " rebar set; thence North $86^{\circ}-45'-38''$ East for a distance of 351.01 feet to a $\frac{1}{2}$ " rebar set at a Northeast corner of said Abbott Tract on the West right-of-way of Hacks Cross Road (106' wide); thence along said right-of-way North $03^{\circ}-45'-00''$ West for a distance of 60.00 feet to a $\frac{1}{2}$ " rebar set at the Southeast corner of the J. D. Stark Tract (Book 136, Page 319); thence South $86^{\circ}-45'-38''$ West for a distance of 838.03 feet to a $\frac{1}{2}$ " rebar set at the Southwest corner of said Stark Tract (A $1\frac{1}{2}$ " galvanized pipe found 18.49 feet to East of property corner); thence North $03^{\circ}-45'-00''$ West for a distance of 260.01 feet to a $\frac{1}{2}$ " rebar set at the Northeast corner of said Stark Tract; thence North $86^{\circ}-45'-38''$ East for a distance of 35.44 feet to a $\frac{1}{2}$ " rebar set; thence North $03^{\circ}-41'-08''$ West for a distance of 210.37 feet to the true point of beginning and containing 62.13 acre, 2,706,218 square feet, more or less, tract of land being subject to all codes, regulations, subdivision covenants and revisions, easements and rights of way of record.

STATE OF MISSISSIPPI

COUNTY OF YALOBUSHA

C Book 9 Pg 801

CERTIFIED COPY

POWER OF ATTORNEY

THE STATE OF MISSISSIPPI }
County of Yalobusha }
I, AMY F. McMINN, Clerk of the Chancery Court of said County, do
hereby certify that the within instrument was filed for record in my
office on the 20 day of Jan A.D., 2000
at 10:10 o'clock A. M. and the same together with the
acknowledgement is now duly recorded in Book POA-2
Page 13-15 of records in my office.
Given under my hand and official seal of office in the Town of
Coffeeville this the 20 day of Jan A.D., 2000
BY Amy F. McMinn Chancery Clerk D.C.

I, CHARLIE MICHAEL SHAW, JR., of Yalobusha County, Mississippi, do hereby make, constitute, and appoint GLENDA SHAW my true and lawful attorney-in-fact for me and in my name, place and stead, and on my behalf, and for my use and benefit:

1. To ask, demand, sue for, recover, and receive all manner of goods, chattels, debts, rents, interest, sums of money, and demands whatsoever, due or hereafter to become due and owing, or belonging to me, and to make, give and execute acquittances, receipts, releases, satisfactions, or other discharges for the same, whether under seal or otherwise;

2. To make, execute, endorse, accept and deliver in my name or in the name of my attorney-in-fact, all checks, notes, drafts, warrants, acknowledgements, agreements and all other instruments in writing, of whatsoever nature, as to my said attorney-in-fact may seem necessary to conserve my interests;

3. To sell and convey in fee simple, with general warranty, or without warranty, any of my real property or interest therein, and to execute, acknowledge and deliver any and all contracts, deeds, leases, assignments of deeds of trust, extensions of deeds of trust, satisfactions of deeds of trust, partial releases of deeds of trust, subordination agreements, and any other instrument or agreement of any kind or nature whatsoever, in connection therewith, and affecting any and all personal property presently mine or hereafter acquired, located anywhere, which to my said attorney-in-fact may seem necessary or advantageous for my interests;

4. To make and enter into loans and borrow funds in my behalf, and accordingly to execute any and all loan documents,

including, but not limited to, notes, deeds of trust, and security agreements.

5. To enter into and take possession of any lands, real estate, tenements, houses, stores or buildings, or parts thereof, belonging to me, that may become vacant or unoccupied, or to the possession of which I may be or may become entitled, and to receive and take for me and in my name and to my use all or any rents, profits, or issues of any real estate to me belonging, and to let the same in such manner as to my attorney-in-fact shall seem necessary and proper, and from time to time renew leases;

6. To commence, and prosecute in my behalf, any suits or actions or other legal or equitable proceedings for the recovery of any of my real property or for any goods, chattels, debts, duties, demand, cause or thing whatsoever, due or to become due or belonging to me, and to prosecute, maintain and discontinue the same, if my attorney-in-fact deems it proper;

7. To take all steps and remedies necessary and proper for the conduct and management of my business affairs and for the recovery, receiving, obtaining, and holding possession of any real property, tenements, rents or real estate, goods and chattels, debts, interest, demands, duties, sum or sums of money or any other thing whatsoever, located anywhere, that is, are, or shall be, by my said attorney-in-fact, thought to be due, owing, belonging to or payable to me in my own right or otherwise;

8. To appear, answer and defend in all actions and suits whatsoever which shall be commenced against me and also for me and in my name to compromise, settle, and adjust, with each and every person or persons, all actions, accounts due and demands subsisting or to subsist between me and them or any of them, and in such manner as my said attorney-in-fact shall think proper; hereby giving to my said attorney-in-fact full power and

authority to do, execute and perform and finish for me and in my name all those things which shall be expedient and necessary in and about or concerning the premises, or any of them, as fully as I could do if personally present, hereby ratifying and confirming whatever my said attorney-in-fact shall do or cause to be done in, about, or concerning the premises, and any part thereof.

This instrument shall be construed and interpreted as a general power of attorney. This instrument grants to my attorney-in-fact, authority to act in my stead. The enumeration of specific items, rights, acts, or powers herein shall not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney-in-fact. Furthermore, any prior powers of attorney executed by me are hereby expressly revoked.

This power of attorney shall not be affected by the subsequent disability or incompetence of the undersigned principal.

Executed by the undersigned principal on this the 16 day of November, 1999.

Charlie Michael Shaw Jr.
CHARLIE MICHAEL SHAW, JR.

STATE OF MISSISSIPPI

COUNTY OF YALOBUSHA

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of November, 1999, within my jurisdiction, the within named CHARLIE MICHAEL SHAW, JR., who acknowledged that he executed the above and foregoing instrument.

Wynne H. Starnes, Circuit Clerk
NOTARY PUBLIC

My Commission Expires: _____

My Commission Expires Jan. 1, 2000

STATE OF MISSISSIPPI, COUNTY OF YALOBUSHA
I HEREBY CERTIFY that the above and foregoing is a true copy of the original filed in this office.

This the 20 day of Jan, 2000
AMY F. McMINN, Chancery Clerk

BY Jerod Pullen D.C.